



SO ORDERED: June 05, 2008.

A handwritten signature in black ink, reading "Basil H. Lorch III".

Basil H. Lorch III
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)	
)	
JOHN RICHARD PARK)	CASE NO. 05-02813-BHL-7
)	
Debtor)	CHAPTER 7
)	
-----)	
)	
STATE OF INDIANA)	
)	
Plaintiff)	
)	
v.)	ADV. PROC. NO. 05-00367
)	
JOHN RICHARD PARK)	
)	
Defendant)	

**ORDER APPROVING AGREED JUDGMENT
FOR PERMANENT INJUNCTION AND CONSUMER RESTITUTION**

The Court, having reviewed the parties' Agreed Judgment for Permanent Injunction and Consumer Restitution, approves the same.

1. Defendant is permanently enjoined and restrained from:

1.1. representing to any consumer that the subject of any consumer transaction has a characteristic or benefit that Defendant knows or reasonably should know the subject of the consumer transaction does not have;

1.2. misrepresenting to any consumer that Defendant or any other entity is able to deliver the subject of a consumer transaction or otherwise complete a consumer transaction within a stated time period or within a reasonable time period; and

1.3. violating any provision of Indiana's Deceptive Consumer Sales Act, currently codified at Indiana Code §§ 24-5-0.5-1 through -12.

2. Defendant shall pay restitution in the total amount of Fifty Two Thousand Two Hundred Seventy Four and 50/100 Dollars (\$52,274.50) to the Office of the Indiana Attorney General, which shall hold the money in escrow for distribution to the following consumers in the following amounts:

2.1. Jerry Bain of Indianapolis, Indiana - Fifteen Thousand Dollars (\$15,000.00);

2.2. Gerald and Terry Bowdell of Anthony, Indiana - Eleven Thousand Six Hundred Twenty Four and 50/100 Dollars (\$11,624.50);

2.3. S. Erik Guthrie of Indianapolis, Indiana - One Thousand Six Hundred Fifty Dollars (\$1,650.00);

2.4. Paul and Pat Minnis of Indianapolis, Indiana - Eleven Thousand Dollars (\$11,000.00);

2.5. Dan Rolewske of Schererville, Indiana - Thirteen Thousand Dollars (\$13,000.00).

3. Defendant's payments in paragraph 2 and its sub-paragraphs represent debts that are non-dischargeable under 11 U.S.C. § 523(a)(2)(A), and shall not be discharged by any of Debtor's current or future bankruptcy cases.

4. The Court finds that Defendant has knowingly, intelligently, and voluntarily waived his right to appeal from the contents and entry of the Agreed Judgment, that such waiver is valid, and so further orders that no appeal be taken from the contents and entry of the Agreed Judgment.

###

Preparing/submitting attorney:

Justin G. Hazlett
Deputy Attorney General
Office of the Indiana Attorney General
302 West Washington Street
IGCS, Fifth Floor
Indianapolis, IN 46204
317.232.0167
justin.hazlett@atg.in.gov

DISTRIBUTION:

Justin G. Hazlett
Deputy Attorney General
Office of the Indiana Attorney General
302 West Washington Street
IGCS, Fifth Floor
Indianapolis, IN 46204
justin.hazlett@atg.in.gov

U.S. Trustee
101 W. Ohio Street
Suite 1000
Indianapolis, IN 46204
ustpreion10.in.ecf@usdoj.gov

John Richard Park
100 Merlin Drive
Franklin, IN 46131